

DEFENDANTS' ATTACHMENT 4

CERTIFIED COPY

[Sheet 1, Page 1]

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

AL BEAMER, ET AL.,)
)
 PLAINTIFFS,)
)
 v.) NO. C-1-02-013
)
 NETCO, INC., ET AL.,)
)
 DEFENDANTS.)

DEPOSITION OF WILLIAM ANDREWS
TAKEN BY RICHARD C. HABER, ESQ.
ON BEHALF OF THE PLAINTIFFS
OCTOBER 28, 2003

REPORTED BY TRACI BUTZ
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CERTIFIED REALTIME REPORTER

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A P P E A R A N C E S

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I N D E X

Examination by Mr. Haber

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Defendants'
Attachment

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[Page 2]

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DEPOSITION OF WILLIAM ANDREWS, produced, sworn
and examined on the 28th day of October, 2003 at the
offices of McMahon, Berger, Hanna, Linihan, Cody &
McCarthy, 2730 North Ballas Road, in the City of St.
Louis, State of Missouri, before Traci Butz, Certified
Shorthand Reporter, Certified Realtime Reporter, in and
for the State of Missouri, in a certain cause now
pending in the United States District Court, Southern
District of Ohio, Western Division, between AL BEAMER,
ET AL., PLAINTIFFS, and NETCO, INC., ET AL.

[Page 4]

S T I P U L A T I O N

IT IS HEREBY STIPULATED AND AGREED by and
between counsel for the parties that this deposition may
be taken in shorthand by Traci Butz, Certified Shorthand
Reporter, Certified Realtime Reporter, and afterwards
transcribed into printing, and signature by the witness
is not waived.

WILLIAM ANDREWS,

of lawful age, being first duly sworn to tell the truth,
the whole truth and nothing but the truth, deposes and
says as follows:

EXAMINATION BY MR. HABER:

Q. Mr. Andrews, my name is Rich Haber. I'm an
attorney in a lawsuit Al Beamer has filed against NETCO.
Mr. Baumgart, and yourself pending in the Southern
District of Ohio. I know you're an attorney. I'm sure
that you've participated in depositions. Have you ever
been deposed before?

A. Yes.

Q. Okay. On how many occasions?

A. I think two. Maybe just one.

Q. What did that matter pertain to?

A. It was the Rivera case.

Q. You actually were deposed, then, in the Rivera
case or just testified at a hearing?

Deposition of William Andrews

[Sheet 2, Page 5]

1 A. I believe I was deposed. I may be wrong on
2 that, but I think I was deposed.

3 Q. All right. I'm not going to belabor all of
4 the ground rules. As you know, you've got to give
5 verbal responses to my questions. If at any time I ask
6 you a question that you don't understand, stop me and
7 ask me to restate the question so you do understand it.
8 Is that fair?

9 A. That's fair.

10 Q. Okay. If at any time you don't know the
11 answer to my question or you don't remember something,
12 just tell me that and we'll either try and refresh your
13 recollection or move on to another subject, okay?

14 A. Okay.

15 Q. Where do you currently reside?

16 A. In Winnetka, Illinois.

17 Q. What's the address there?

18 A. 848 Foxdale, F-O-X-D-A-L-E.

19 Q. One word?

20 A. Yes.

21 Q. And with whom do you reside?

22 A. My wife and three children.

23 Q. What's your wife's name?

24 A. Jill.

25 Q. Where are you currently employed?

[Page 7]

1 A. No.

2 Q. What is the technical entity corporate
3 structure or otherwise?

4 A. It's an LLC.

5 Q. And to what market do you at Regent Title
6 market your services?

7 A. The Chicago commercial and residential
8 markets.

9 Q. Would this be the same unique market that
10 NETCO marketed their services to?

11 A. No.

12 Q. How is the market different?

13 A. Commercial business is something that NETCO
14 does not do. We're pursuing the purchase and sale
15 market in Chicago which is a market that is not, to my
16 knowledge -- it may be now but it was not when I was
17 there at least pursued at all by NETCO, and on the
18 residential refinance business, the vast majority of our
19 clients are A credit mortgage brokers.

20 Q. What does that mean, A credit mortgage
21 brokers?

22 A. It means that they're not sub-prime. They
23 don't do sub-prime loans for their -- their focus. They
24 focus on conforming loans. We also don't focus on
25 national lending, the lenders. We don't have any

[Page 6]

1 A. Regent Title.

2 Q. That's a title insurance agency?

3 A. Yes.

4 Q. And where are they located?

5 A. 33 North Dearborn, Suite 803.

6 Q. In Chicago, Illinois?

7 A. Yes.

8 Q. And in what capacity are you employed by them?

9 A. President.

10 Q. Do you have ownership?

11 A. Yes.

12 Q. What percentage?

13 A. 50.

14 Q. Who are the other shareholders of that
15 company?

16 A. Caty Thomas.

17 Q. C-A-T-Y?

18 A. Yeah, and we are interest holders, not
19 shareholders.

20 Q. Is this a corporation, Residential Title
21 (sic)?

22 A. No.

23 Q. Is it a partnership?

24 A. No.

25 Q. Just doing business as?

[Page 8]

1 relationships with any of the national lenders.

2 Q. Did NETCO market their services to sub -- what
3 did you use the term?

4 A. Sub-prime.

5 Q. Sub-prime markets?

6 A. Yeah. At least when I was there, that was the
7 focus.

8 Q. When did you leave NETCO?

9 A. I believe --

10 Q. Before you answer that question, we've kind of
11 used these terms interchangeably. We've been referring
12 to NETCO as the entity that was Equity Title Company of
13 America, and as I understood it, you were employed by
14 Equity Title Company of America and then NETCO?

15 A. Yeah. I believe the -- the accurate way to
16 put it would be was I was employed by Equity Title
17 Company of America, but I served as an officer with all
18 of the NETCO-related companies.

19 Q. Okay. When did you leave your employ with
20 Equity Title Company of America?

21 A. I believe it was August of 2001.

22 Q. What was your reason for leaving?

23 A. New job.

24 Q. And that new job was with?

25 A. Commercial Land Title.

Deposition of William Andrews

[Sheet 3, Page 9]

1 Q. And what did you do for Commercial Land Title?

2 A. I was hired to start and run Commercial Land
3 Title as a commercial division affiliated with an
4 ongoing existing residential title operation.

5 Q. Was your -- did you resign your employment?

6 A. Yes.

7 Q. Were you told to look for other work, or was
8 this purely your decision to leave?

9 A. It was my decision.

10 Q. What was the precipitating factor in choosing
11 to go to a new company? What was the reason?

12 A. I was offered a proposed bonus structure which
13 would result in equity ownership of the entity and would
14 allow me to venture back into the commercial environment
15 and no travel.

16 Q. How long were you at Commercial Land Title?

17 A. Roughly two years.

18 Q. What was your reason for leaving?

19 A. I started my own company.

20 Q. Can you briefly summarize your educational
21 background?

22 A. I have a political science degree from Purdue
23 University and a Juris Doctor from Indiana University.
24 Purdue was -- the Purdue degree was obtained in December
25 of '87, and the JD was obtained in May of '91.

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1 Q. How long did you do that?

2 A. One year.

3 Q. Then what did you do?

4 A. I worked for NETCO.

5 Q. When did you start with NETCO?

6 A. November of --

7 MR. SHOEMAKER: What's the question?

8 Q. (By Mr. Haber) When did you start at NETCO?

9 A. November of 2001. No, no, no. November of
10 '97, I believe. Is that right? I think November of
11 '97.

12 Q. In what capacity were you employed at NETCO?

13 A. General counsel.

14 Q. What were your job responsibilities?

15 A. Responding to underwriting questions, managing
16 claims, dealing with contracts, leasing, legal
17 employment questions, licensing, all things legal.

18 Q. Who did you report to?

19 A. John Baumgart.

20 Q. How did you meet John Baumgart?

21 A. At an interview.

22 Q. For the position?

23 A. Yes.

24 Q. When did you first meet Al Beamer?

25 A. Within the first month that I worked for --

[Page 10]

1 Q. After graduating from law school at Indiana,
2 what did you do?

3 A. Worked for a law firm in Chicago doing mostly
4 corporate transactional work.

5 Q. What was the name of that law firm?

6 A. Masuda, M-A-S-U-D-A, Funai, F-U-N-A-I, Eifert,
7 E-I-F-E-R-T, and Mitchell.

8 Q. How long were you working there?

9 A. Three years.

10 Q. Then what did you do?

11 A. I worked for another law firm, Fagel,

12 F-A-G-E-L, and Haber, H-A-B-E-R.

13 Q. They pronounce it wrong, just so you know.

14 Fagel & Haber?

15 A. Yes.

16 Q. What did you do there?

17 A. Again, mostly corporate transactional work,
18 some real estate, focus on some securities transactions.

19 Q. How long were you there?

20 A. Two years.

21 Q. Then what did you do?

22 A. Then I left to do work with two friends,
23 Michael Roberts and Kathryn McGivney at Roberts &
24 McGivney in an of counsel capacity doing commercial real
25 estate.

[Page 12]

1 no. The first day I worked for NETCO.

2 Q. What was, as you understand it, Al Beamer's
3 position at the company?

4 A. Responsible for the computer system.

5 Q. Do you know if he had a job title?

6 A. I'm sure he did, and I don't recall what it
7 was.

8 Q. Were you familiar in any way with Mr. Beamer's
9 relationship with Transcontinental Title Company?

10 A. Vaguely.

11 Q. Were you familiar with the prior
12 relationship -- were you familiar with Transcontinental
13 Title Company?

14 A. When? When I -- when I started or --

15 Q. Well, I guess I assumed you didn't know
16 anything about them before you started.

17 A. That's right.

18 Q. After you started, did you then learn that
19 John Baumgart had a brother, Bill Baumgart, who owned
20 Transcontinental down in Florida?

21 A. I did learn that.

22 Q. And do you -- did you learn during your four
23 years of employment at NETCO that Al Beamer also worked
24 for TTC?

25 A. Yes.

Deposition of William Andrews

[Sheet 4, Page 13]

1 Q. How did you learn that?

2 A. Al was -- would split his time between NETCO

3 and various other companies, one of which I knew to be

4 Transcontinental, as I understood it.

5 Q. During the four years that you were -- let me

6 back up. From November of 1997 to the time that Al

7 Beamer resigned his employment with NETCO, were you

8 aware of any particular problems between Al Beamer and

9 John Baumgart?

10 A. I would say no particular problems, no.

11 Q. Did they get along?

12 A. They seemed to.

13 Q. Did you get along with Al?

14 A. Yeah.

15 Q. Did John Baumgart ever complain about Al

16 Beamer's performance?

17 A. He complained about the computer system.

18 Q. What did he complain about specifically as it

19 relates to the computer system?

20 A. Reliability was not what he desired. Towards

21 the end of Al's employment, there were several quarterly

22 meetings where the subject of switching from a DOS-based

23 to a Windows-based system came up, and I think -- well,

24 I know John complained that the timing on that was --

25 was slower than Al had suggested it was going to be.

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1 Q. Was John Baumgart an easy guy to work for?

2 MR. SHOEMAKER: I'm going to object as to the

3 relevance.

4 You can answer it if you have an opinion.

5 A. I -- I don't know what you mean by easy.

6 Q. (By Mr. Haber) Was he a difficult guy to get

7 along with?

8 A. To get along with, no.

9 Q. Was he a difficult guy to work for?

10 A. I don't know. If you understand where John is

11 coming from and what he expects and you're -- you accept

12 that that is the person you're working for, there should

13 be no surprises in working with John. He's extremely

14 consistent. He's demanding but very consistent.

15 Q. Did you participate in any discussions with Al

16 Beamer before his resignation wherein he was attempting

17 to negotiate higher compensation?

18 A. Yes.

19 Q. Tell me what you recall of those

20 conversations.

21 A. Al, I believe, gave us a proposal wherein he

22 would be compensated with a bonus structure, and most of

23 the conversations I -- or I think all of the

24 conversations I had with Al about the proposal related

25 to the legal matters and the employment agreement, not

[Page 15]

1 the amount or the type of bonus.

2 Q. What types of legal matters did you discuss

3 with him?

4 A. The -- I remember one in particular. He

5 wanted the non-compete not to apply if he was fired.

6 Q. Okay.

7 A. I believe there were some discussions relating

8 to the licensing or the ownership or the continued use

9 of the software.

10 Q. His software?

11 A. Well, the software. I don't know that it was

12 his.

13 Q. You don't know that?

14 A. I don't know that.

15 Q. When you refer to the software, you mean the

16 software that the company was using for title -- for the

17 title production software?

18 A. The title production software.

19 Q. Okay. What other legal issues?

20 A. I don't recall anything else other than he

21 wanted to discuss the scope of the section of the

22 non-compete.

23 Q. What did he want to discuss about that?

24 A. How it operated. He just had questions about

25 what it meant.

[Page 16]

1 Q. Did you explain to him what you thought it

2 meant?

3 A. Yes.

4 Q. And what did you explain to him it meant?

5 A. Well, the -- the various provisions mean

6 different things. There are -- do you want me to go

7 through paragraph by paragraph? I can do that, I

8 suppose.

9 Q. Well, this is a document that's been marked as

10 Defendant's Exhibit C which was the most -- the last

11 agreement that we understand was in effect before he

12 resigned his employment, and paragraph 6 was the

13 non-competition provision.

14 A. Okay.

15 Q. What I'm really looking for -- and I

16 understand that there's a written document. What I'm

17 really looking for is to the best of your recollection,

18 what is it you explained to Al Beamer it meant?

19 A. I don't remember explaining anything other

20 than walking through the provisions with him.

21 Q. Okay. So you --

22 A. I can walk through the provisions now --

23 Q. Sure.

24 A. -- as to what they mean, but in this -- I'm

25 not sure as to whether or not this is the draft we were

Deposition of William Andrews

[Sheet 5, Page 17]

1 working on.

2 Q. Do you think there was some prior agreement?

3 A. No. I don't know -- I mean, we were talking
4 about a new contract for Al. I don't know what that
5 was.

6 MR. SHOEMAKER: If I may, are you referring
7 still to the meetings that led up to Al's
8 resignation --

9 MR. HABER: Yeah.

10 MR. SHOEMAKER: -- or are you talking about
11 meetings he had regarding this employment agreement?

12 MR. HABER: I'm talking about meetings that
13 they had where he negotiated with Al leading up to his
14 resignation.

15 Q. (By Mr. Haber) Did you understand that that's
16 what I was talking about as well?

17 A. Yes, and I'm not sure that we were using
18 his --

19 Q. Let me just clarify so we're talking on the
20 same page. It was my -- you indicated to me that you
21 spoke to Al regarding certain legal issues, one of which
22 was the non-compete, and I assumed that you spoke to him
23 regarding the non-compete that was in effect at that
24 time. Is it your testimony that you were speaking to
25 him regarding a new non-compete?

[Page 19]

1 agreement in front of me. This isn't the -- the exhibit
2 you put in front of me is not what we were talking
3 about.

4 Q. What I'm trying to understand is that during
5 your discussions -- I'm assuming, and maybe I shouldn't.
6 Is it fair to say that your discussions with Al Beamer
7 were in relative close proximity to the time he resigned
8 his employment?

9 A. As far as I recall, yeah.

10 Q. Within a month or two, right?

11 A. As far as I remember. This is four years ago
12 plus.

13 Q. Sure. I understand. I understand. Those
14 discussions included some exchange of written proposal
15 and/or draft agreements?

16 A. Like I said, it's my -- it's my recollection
17 that Al gave us a draft proposal. Whether that was in
18 the form of an agreement or a bullet point, I can't
19 remember, but it was his proposal as to how he wanted to
20 be compensated, and I don't remember whether it had
21 other terms and provisions in it.

22 Q. Would you have generated a new draft agreement
23 for Al to review based upon the discussions that you
24 were having at that period of time?

25 A. I may have.

[Page 18]

1 A. You gave me --

2 Q. The January 1999 agreement.

3 A. -- the January 1999 agreement?

4 Q. Uh-huh.

5 A. And I don't know whether or not this was the
6 actual -- I'm sure it wasn't the physical agreement we
7 were talking about, or it may -- well, because it ended
8 up not being signed, and this one is signed.

9 Q. So there was a different agreement with a
10 different non-compete that was being discussed with Al
11 Beamer that didn't get signed?

12 A. No. There was a different agreement. I would
13 expect it would have the exact same non-compete in it --

14 Q. Okay.

15 A. -- but I don't have that agreement in front of
16 me.

17 Q. I think I understand what you're telling me.
18 When you started talking with Al, there were some
19 written drafts that went back and forth that included as
20 part of it a non-compete identical to the one that's
21 contained in this signed agreement, but it also had
22 other terms and conditions that the parties never agreed
23 on?

24 A. I would expect that the agreement had the
25 exact same non-compete in it, but I don't have that

[Page 20]

1 Q. Okay. And you're not -- but you're just not
2 sure?

3 A. Right.

4 Q. But it's your belief that there was some
5 written document that ultimately wasn't signed because
6 the parties couldn't agree on the other terms such as
7 compensation?

8 A. I don't recall if there was one. There's a
9 possibility we were -- there's a chance I was looking at
10 my standard employment agreement that's sitting in my
11 office talking with Al about the non-competition
12 provision. I think what is fair to say is that -- maybe
13 we can move this along this way. The non-competition
14 provision we would have been talking about would be
15 identical to the one in this exhibit. I just wanted to
16 be clear that this exhibit you put in front of me is not
17 the one we were talking about.

18 Q. That's fine.

19 A. Okay.

20 Q. And I'm going to come back to the
21 non-competition. I just want to know if there were some
22 draft proposals that went back and forth, and you're not
23 sure is what you're saying?

24 A. Right.

25 Q. With respect to the provisions of the

Deposition of William Andrews

[Sheet 6, Page 21]

1 non-competition agreement, what would you have told Al
 2 as you went through the terms of the non-competition?
 3 MR. SHOEMAKER: Again, can you reference a
 4 time? Are you talking about prior?
 5 Q. (By Mr. Haber) I'm assuming that we're still
 6 talking about that period of time just prior to Al's
 7 resignation.
 8 A. Right. Well, when it says for a period of six
 9 months after the termination of employee's employment
 10 with NETCO for any reason, Al wanted that to be marked
 11 up to say unless he was fired, and I said that -- I
 12 remember specifically that conversation where we --
 13 where we said that can't be.
 14 Q. I'm not changing it?
 15 A. We can't change that because you can always
 16 get yourself fired, put yourself -- create some crazy
 17 dynamics. The first provision is very simple. The
 18 employee cannot sell to, contact, or solicit with NETCO
 19 customers.
 20 Q. For a period of six months?
 21 A. For a period -- all of this is -- each
 22 provision is prefaced by six months.
 23 Q. So each lettered subsection is you shouldn't
 24 do this for six months?
 25 A. Right.

[Page 22]

1 Q. You can't do this for six months?
 2 A. Right.
 3 Q. Okay.
 4 A. You can't provide services to a new or
 5 existing company -- I'm sorry -- a competitor of NETCO,
 6 and I'm paraphrasing, if those services involve the
 7 sale, solicitation, or dealings with NETCO customers.
 8 Q. For a period of six months?
 9 A. For a period of six months. You can't
 10 establish a business as a competitor with NETCO if the
 11 business involves the sale, solicitation, or dealings
 12 with NETCO customers.
 13 Q. For a period of six months?
 14 A. For a period of six months. You can't hire
 15 employees.
 16 Q. Of NETCO?
 17 A. Of NETCO.
 18 Q. For a period of six months?
 19 A. To engage in any competing business for a
 20 period of six months from the termination date.
 21 Q. Okay. In sum and substance realizing that
 22 that was four years ago, that's what you would have told
 23 Al Beamer?
 24 A. Yeah. I remember we walked through that point
 25 by point.

[Page 23]

1 Q. Where was the breakdown in the negotiations as
 2 you recall it?
 3 A. Money.
 4 Q. What was Al asking for, if you recall?
 5 A. I don't recall it was any specific amount of
 6 money. I just recall that the bonus structure was not
 7 acceptable to John.
 8 Q. Okay. At the time of those negotiations, what
 9 was your understanding of Mr. Beamer's employment at
 10 TTC? Let me be more specific. Were you aware as to how
 11 he was being compensated at TTC?
 12 A. No.
 13 Q. Were you aware of the terms of his employment
 14 at TTC?
 15 A. No.
 16 Q. Had you spoken to Bill Baumgart at the time of
 17 those negotiations regarding anything relating to Al
 18 Beamer's employment at TTC?
 19 A. No.
 20 Q. Had you at that time ever spoken to a
 21 gentleman by the name of Bill Curphey who represents
 22 TTC?
 23 A. Yes.
 24 Q. Okay. And did any of those discussions
 25 involve Al Beamer?

[Page 24]

1 A. No.
 2 Q. How many times do you think prior to the
 3 negotiations with Al Beamer did you speak with
 4 Mr. Curphey?
 5 A. Once or twice.
 6 Q. And what was the subject matter of those
 7 discussions?
 8 A. John and Bill were considering doing some
 9 business together which would have required some legal
 10 documentation, and Bill and I discussed exchanging some
 11 information and preparing the proposed documents if it
 12 went down that road.
 13 Q. And did it ever go down that road?
 14 A. No.
 15 Q. Was that -- was that -- did those discussions
 16 involve a proposed purchase of the two companies by a
 17 California title agency?
 18 A. No.
 19 Q. Do you recall a situation where a California
 20 title company was considering making an offer or made an
 21 offer or discussed purchasing NETCO and TTC?
 22 A. No.
 23 Q. When Mr. Beamer resigned his employment, what
 24 was Mr. Baumgart's reaction?
 25 MR. SHOEMAKER: I think it's fairly obvious.

Deposition of William Andrews

[Sheet 7, Page 25]

1 but you're obviously speaking about John Baumgart,
 2 correct?
 3 MR. HABER: Yes. It is fairly obvious.
 4 MR. DIGNAM: I was confused.
 5 Q. (By Mr. Haber) I did mean John Baumgart so
 6 that we're absolutely clear. What was his reaction?
 7 A. He was very sad and very concerned about the
 8 computer department.
 9 Q. What was he concerned about with respect to
 10 the computer department?
 11 A. He was concerned about the computers
 12 continuing to work, and if they didn't, how we were
 13 going to get them to work.
 14 Q. When did you first learn that Antonio Rivera
 15 had formed a company to provide -- to provide title
 16 insurance in the Cincinnati area?
 17 A. I don't recall.
 18 Q. How did you learn about that?
 19 A. We got a copy of the articles of organization
 20 or the articles of incorporation, I believe, of National
 21 Real Estate.
 22 Q. Who gave those to you?
 23 A. I don't recall.
 24 Q. After you got the articles of incorporation
 25 from National Real Estate, what did you do?

[Page 27]

1 had a relationship with Tony and --
 2 Q. You mean they were friends?
 3 A. Yeah. They appeared to be friends, and
 4 employees at NETCO had told us that -- employees at
 5 NETCO's office in Cincinnati had told us that Al was
 6 calling Tony throughout the spring and summer.
 7 Q. Which employees?
 8 A. I'm trying to remember names. I don't know
 9 their names.
 10 Q. Would they have told you personally?
 11 A. Yes.
 12 Q. Okay. As part of your investigation into
 13 these issues?
 14 A. Right.
 15 Q. Do you know why Tony Rivera left NETCO?
 16 A. No.
 17 Q. Do you know when he left?
 18 A. Sometime in August of '99. Is that right?
 19 Q. Were you at Antonio Rivera's deposition?
 20 A. Yes.
 21 Q. What did you do with the information that Al
 22 Beamer was a shareholder of National?
 23 A. That information along with all other
 24 important information obtained from the deposition I
 25 called John and reported to him.

[Page 26]

1 A. Lots of things.
 2 Q. Start from the beginning.
 3 A. Well, I don't recall the whole process,
 4 whether or not I got them from John, whether an employee
 5 gave them to me, where I got them. I can't remember how
 6 that actually came to be, but I'm sure the first thing I
 7 did was talk to John about what this meant.
 8 Q. Okay. After speaking with John regarding what
 9 this meant, was there a course of action that you then
 10 undertook?
 11 A. Yes. I believe we wrote a letter to
 12 Mr. Rivera reiterating his obligations under his
 13 employment contract.
 14 Q. How long after receiving the articles of
 15 incorporation for National Real Estate did you learn
 16 that Al Beamer was a shareholder?
 17 A. I don't know the dates, but it was during
 18 Antonio Rivera's deposition.
 19 Q. Prior to Antonio Rivera's deposition, did you
 20 suspect that Al Beamer was a shareholder?
 21 A. I knew it was possible.
 22 Q. How did you know it was possible?
 23 A. Because Tony would need a computer system, and
 24 Al would be one of the first people Tony would talk to
 25 if that was the way it was going to go. I knew that Al

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1 Q. What was his reaction?
 2 MR. SHOEMAKER: I'm going to object for the
 3 record along the lines of what we talked about
 4 yesterday.
 5 MR. HABER: I accept that.
 6 MR. SHOEMAKER: Some of those responses are
 7 obviously attorney-client privileged. The extent I
 8 even allow him to answer any of those will be on the
 9 basis that it would be for the limited purpose of this
 10 deposition without waiving --
 11 MR. HABER: Agreed.
 12 MR. SHOEMAKER: -- any objection to that
 13 overall, and I will probably make some specific
 14 objections to it as we go through, but you may answer.
 15 MR. HABER: That's agreed, and I'm trying to
 16 skirt around actual substantive instructions and
 17 counseling and legal advice as opposed to -- which is
 18 why I couched that in what was his reaction to that.
 19 I'll accept on a question by question basis you may or
 20 may not instruct him to answer --
 21 MR. SHOEMAKER: Okay.
 22 MR. HABER: -- and you have the continued
 23 privilege.
 24 MR. SHOEMAKER: That's fine. You may answer.
 25 I believe the question was what was John's

Deposition of William Andrews

[Sheet 8, Page 29]

1 reaction, is that correct?

2 Q. (By Mr. Haber) What was his reaction when you
3 communicated that Al Beamer was a shareholder?

4 A. I don't recall.

5 Q. What was your understanding beyond Al Beamer
6 being a shareholder at National based upon -- well, let
7 me back up. You sat in on Tony Rivera's deposition.
8 You sat in on a lot of depositions, I assume, correct?

9 A. Correct.

10 Q. As a representative of NETCO?

11 A. Yes.

12 Q. As the corporate representative, correct?

13 A. I don't know.

14 Q. Well, you didn't enter an appearance as a
15 lawyer in the case in Cincinnati, did you?

16 A. I don't think so.

17 Q. Okay. As you sat through these depositions,
18 what was your understanding of Al Beamer's role with
19 National beyond being a shareholder?

20 A. He was one of the principals deciding the
21 direction of the company.

22 Q. Anything else?

23 A. I believe he supplied the computer system.

24 Q. Anything else?

25 A. He was part of the management team.

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1 recall and what you're aware of. I understand there was
2 a whole -- there's five bankers' boxes or more full of
3 documents somewhere that may or may not reflect
4 something that's different from your memory. I'm just
5 asking you the best you can remember based on your
6 supervision of this litigation, is there any evidence
7 that you're aware of that was uncovered that Al Beamer
8 used his knowledge as to the identity of key industry
9 insurance underwriters for the benefit of National or
10 himself?

11 A. I seem to recollect that Al had a relationship
12 with a Commonwealth agency representative, but --

13 Q. Well, you understood that that relationship
14 with Commonwealth predated NETCO, right, or did you not
15 understand that?

16 A. I guess I didn't think about it then, but it
17 makes sense that that would have been the case.

18 Q. Are you aware of Al Beamer using either for
19 his own personal benefit or for the benefit of National
20 any proprietary information including product, sales,
21 service, finances, marketing, and merchandizing
22 information? Let me slow that down. Are you aware of
23 Al Beamer through evidence uncovered in this -- in that
24 other litigation utilized any proprietary information
25 regarding products of NETCO, the sales of NETCO, the

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1 Q. Anything else?

2 A. No.

3 Q. During the course of your sitting in on these
4 depositions and participating in that litigation in
5 Cincinnati, did you hear evidence that Al Beamer had
6 contacted any customers of NETCO?

7 A. I don't recall hearing any such evidence.

8 Q. During your involvement in that litigation,
9 sitting in on depositions, sitting in on hearings, did
10 you uncover any evidence that Al Beamer had utilized
11 business strategies or methodologies of NETCO for his
12 own benefit?

13 MR. SHOEMAKER: Specifically for his own
14 benefit, or are you asking for the benefit of National?

15 MR. HABER: Either one.

16 A. I can't recall if I heard any -- any evidence
17 at the depositions to that effect.

18 Q. (By Mr. Haber) Did you hear any evidence that
19 Al Beamer stole lists of actual or potential customers
20 or databases that reflected those customers?

21 A. I don't recall hearing any testimony to that
22 effect at the depositions.

23 Q. Did you uncover any evidence of that?

24 A. Not that I'm aware of or not that I recall.

25 Q. And all I'm asking for right now is what you

[Page 32]

1 services of NETCO, or the finances of NETCO or their
2 marketing or merchandizing?

3 A. I don't recall any such evidence being
4 uncovered by me, or I don't recall seeing any specific
5 evidence during that litigation.

6 Q. You were present in Cincinnati on the day that
7 Al Beamer was deposed?

8 A. Yes.

9 Q. Did you speak with Al Beamer privately during
10 that day at the law offices of Frost & Jacobs?

11 A. A couple times.

12 Q. What can you recall from those conversations
13 when you spoke to him privately, and by privately I mean
14 just the two of you without his counsel present.

15 A. Yeah. I think the first conversation occurred
16 in the waiting area, the foyer, and that got a little
17 heated because Al told me that his opinion was that this
18 was a nuisance case and that John's just looking to
19 settle, and I told him that it's my opinion the case is
20 valid substantively and that viewing it as a nuisance
21 suit is a mistake.

22 Q. What else was discussed during this first
23 conversation?

24 A. I don't think anything else. I don't recall
25 anything else.

Deposition of William Andrews

[Sheet 9, Page 33]

1 Q. How did it end? You said it got a little
2 heated. How did it end?
3 A. We just -- it was time to go into the
4 deposition, I believe.
5 Q. So then you went into Al Beamer's deposition?
6 A. Yes.
7 Q. You sat through the entire deposition?
8 A. Uh-huh.
9 Q. Yes?
10 A. I believe so.
11 Q. You need to answer verbally. When was the
12 next time, then, that you spoke with him privately?
13 A. I believe during the deposition we took a
14 break.
15 Q. And what happened?
16 A. I told him we should try to settle this case.
17 Q. What else did you tell him?
18 A. That conversation was all about trying to
19 settle the case. That was it.
20 Q. How were you proposing settling the case?
21 A. At that point it was more of a general
22 discussion about whether or not his side, National,
23 would be interested in resolving the case, and it was my
24 feeling that the best result would have been to settle
25 it early because long-time friendships were being

[Page 34]

1 destroyed, and we were spending an awful lot of money.
2 Q. How long did this conversation last?
3 A. I don't know. Ten minutes; somewhere around
4 there, I would guess. It was four years ago. It was
5 relatively short.
6 Q. Was one of the demands for resolution of this
7 that National disband?
8 A. No. There were no demands. It was all
9 about -- the conversation was a general conversation
10 about let's get people in the mindset of getting this
11 settled because it makes no sense to litigate.
12 Q. Did you ever discuss with Mr. Beamer during
13 either of these private conversations at the time of his
14 deposition his continuing employment at TTC?
15 A. No.
16 Q. Did you tell him that John Baumgart would talk
17 to his brother about terminating him if he didn't get
18 rid of National?
19 A. No.
20 Q. Did you tell him that NETCO would exploit the
21 familial relationship between John and Bill Baumgart and
22 arrange for his termination?
23 A. No.
24 Q. At all times while you were at the offices of
25 Frost & Jacobs on December 2nd, were you acting as a

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1 representative of NETCO and John Baumgart for purposes
2 of that litigation?
3 A. Was December 2nd the date of the deposition?
4 Q. Yeah.
5 A. Yes.
6 Q. In your discussions with Al Beamer in trying
7 to resolve or get the parties thinking about resolving
8 it, were you acting in your capacity as general counsel
9 and as a representative of NETCO?
10 A. Yes.
11 Q. Were you authorized to have those discussions
12 by Mr. Baumgart?
13 A. Yes.
14 Q. And by Mr. Baumgart I meant, of course, John
15 Baumgart.
16 A. John Baumgart.
17 Q. How did the second private conversation with
18 Al Beamer conclude?
19 A. I don't recall how the conversation concluded.
20 Q. Was Mr. Beamer represented by counsel at that
21 deposition?
22 A. Yes.
23 Q. How is it that you ended up speaking with him
24 privately without his attorney present?
25 A. I asked if we could speak together privately.

[Page 36]

1 Q. Were there any other private conversations
2 that you had with Mr. Beamer on the day of his
3 deposition?
4 A. Not that I recall.
5 Q. When is the next time you spoke with
6 Mr. Beamer?
7 A. I don't recall.
8 Q. Do you recall what the substance of that
9 conversation was?
10 A. I don't recall what the next conversation with
11 Al Beamer was.
12 Q. Do you recall ever speaking with Al Beamer
13 privately again, either by telephone or in person?
14 A. Yes. By telephone.
15 Q. Okay. Tell me what you recall about that
16 telephone conversation.
17 A. Al asked me if he was still working for Bill
18 because Bill would not return his phone calls.
19 Q. So Al called you?
20 A. Al called me, I believe. Yeah. I wouldn't
21 have called Al.
22 Q. Where did he call?
23 A. I believe at Frost & Jacobs.
24 Q. This would have been after the deposition?
25 A. Yes.

Deposition of William Andrews

[Sheet 10, Page 37]

1 Q. You did not call Al Beamer?
 2 A. I don't believe I did.
 3 Q. And what did you tell him when he called you
 4 and asked if he still worked for Bill Baumgart?
 5 A. That he needed to talk with Bill Curphey.
 6 Q. Why did you tell him that?
 7 A. Because he needed to talk with Bill Curphey.
 8 Q. Well, how did you know he needed to speak with
 9 Bill Curphey?
 10 A. Because I didn't know what he wanted to know.
 11 Q. Had you spoken to Bill Curphey during that
 12 period of time?
 13 A. Yes.
 14 Q. When did you speak with Bill Curphey as it
 15 relates to your conversations on the day of Beamer's
 16 deposition and the telephone call?
 17 A. Sometime in between.
 18 Q. Tell me about your conversations with Bill
 19 Curphey.
 20 A. Bill Curphey called me to learn about the
 21 lawsuit in Cincinnati.
 22 Q. Where did he call you?
 23 A. I don't recall.
 24 Q. Was it back in Chicago, or was it in
 25 Cincinnati?

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1 A. I don't recall.
 2 Q. What did you tell him about the lawsuit?
 3 A. I told him that it was ongoing, it involved Al
 4 Beamer, a former employee of his, Damian Sichek, and
 5 Tony Rivera.
 6 Q. A former employee of whose?
 7 A. Bill Baumgart's.
 8 Q. So when you meant his, you didn't mean Bill
 9 Curphey?
 10 A. Right. I'm sorry. Bill Baumgart's employee.
 11 Q. Okay.
 12 A. I gave him the procedural status of the case
 13 at that time.
 14 Q. Did Mr. Curphey tell you anything during that
 15 conversation regarding Mr. Beamer's employment at TTC?
 16 A. I don't think he addressed Al's employment.
 17 Q. Did you ever speak with Bill Baumgart in early
 18 December 1999?
 19 A. ~ I was on a conference call.
 20 Q. Who was a participant of that conference call?
 21 A. John Baumgart, David Skidmore, Bill Baumgart.
 22 Q. Was Curphey on that conference call?
 23 A. I don't recall.
 24 Q. What was discussed during that conference
 25 call? First of all, was it after Al's deposition that

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1 the conference call took place?
 2 A. I believe so.
 3 Q. What was the purpose of that conference call?
 4 A. I don't know if the conference call had a
 5 purpose. It may have been that we were all in the room
 6 together when Bill and John were talking, so we were put
 7 on speaker phone.
 8 Q. Was John in Cincinnati at that time?
 9 A. Yes.
 10 Q. Was this around the time that John was
 11 deposed?
 12 A. I don't know.
 13 Q. What was discussed with Bill Baumgart? I'm
 14 assuming that you -- let me back up. I'm assuming that
 15 John Baumgart, yourself, and David Skidmore were all in
 16 the same room --
 17 A. That's right.
 18 Q. -- and Bill Baumgart was in Florida?
 19 A. Right.
 20 Q. And there was -- presumably you were at Frost
 21 & Jacobs?
 22 A. Yes.
 23 Q. Who called who?
 24 A. I don't remember.
 25 Q. What was discussed?

[Page 40]

1 A. The existence of National and the identity of
 2 its principals.
 3 Q. What do you recall Bill Baumgart saying?
 4 A. I don't recall any specific language, any
 5 words, but I remember he was upset that Al was involved.
 6 Q. Did he say why?
 7 A. He was -- it was my understanding that he was
 8 told by Al that he wasn't involved.
 9 Q. Okay. And that understanding came from that
 10 conversation?
 11 A. Yes.
 12 Q. Did he say anything about the fact that he was
 13 upset because Al was competing with him in Ohio?
 14 A. Well, that was the point, I believe, that he
 15 asked Al if he was competing against him in Ohio, and he
 16 was told no.
 17 Q. Do you know what business Bill Baumgart had in
 18 Ohio in December of 1999?
 19 A. No.
 20 Q. What else do you recall from that
 21 conversation?
 22 A. I believe Bill was concerned about Damian
 23 Sichek's involvement.
 24 Q. Why?
 25 A. Because Damian was a former employee and had

Deposition of William Andrews

[Sheet 11, Page 41]

1 relationships with Bill's current employees.
 2 Q. Was Damian subject to a non-compete, to your
 3 knowledge?
 4 A. I don't know.
 5 Q. Where was Damian -- when Damian worked for
 6 TTC, do you know where he worked from?
 7 A. No.
 8 Q. What else was discussed that you recall during
 9 this conference call?
 10 A. That's all I remember from it.
 11 Q. Is it fair to say this conference call
 12 occurred sometime between Al Beamer's deposition and Al
 13 Beamer's termination from TTC?
 14 A. It was definitely between Tony Rivera's
 15 deposition and I would assume Al Beamer's termination,
 16 but I'm not sure. I don't know when Al left TTC.
 17 Q. Was it before or after your conversation with
 18 Bill Curphey?
 19 A. I don't remember.
 20 Q. Any other conversations that you were involved
 21 in with Bill Baumgart in December of 1999 prior to
 22 Mr. Beamer being terminated from TTC?
 23 A. No.
 24 Q. Any conversations that you had with
 25 Mr. Curphey other than the one you've already described

[Page 42]

1 prior to Mr. Beamer being terminated?
 2 A. Yeah. We talked one more time, I think. We
 3 talked again.
 4 Q. And what was the subject of that conversation?
 5 A. He was looking for another update to see what
 6 was going on in Ohio. I think the reason he was looking
 7 for -- well, he was obviously interested on a number of
 8 levels, but what he wanted, I believe, was some
 9 background information about the Ohio litigation because
 10 he said that Al was starting to kick up his heels. I'm
 11 not sure whether he used those words or not, but Al was
 12 getting -- kicking up his heels is the best way I can
 13 put it -- in Florida.
 14 Q. This would have been after Al was terminated?
 15 A. Yes.
 16 Q. So as you recall, there was one conversation
 17 with Bill Curphey prior to his termination, and then you
 18 spoke with him again after Al Beamer's termination?
 19 A. Right.
 20 Q. Other than that conversation that you've just
 21 described where Al was kicking up his heels, did you
 22 have any other conversations with Bill Curphey regarding
 23 Al Beamer's employment?
 24 A. No.
 25 Q. At some point in December of 1999 a settlement

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1 agreement which is marked as Plaintiff's Exhibit 1 was
 2 circulated to the parties in the Rivera matter. Did you
 3 ever see that settlement agreement?
 4 A. Yes.
 5 Q. Paragraph 24 on page 13, the last sentence,
 6 includes a provision that Al Beamer will covenant not to
 7 sue TTC.
 8 A. What paragraph?
 9 Q. Paragraph 24.
 10 A. Are we looking at the same one?
 11 Q. The last sentence. I'm doing it from memory,
 12 but I think I'm right.
 13 A. You're right.
 14 MR. SHOEMAKER: You are.
 15 A. You're right. It just didn't look like it
 16 belonged there.
 17 Q. (By Mr. Haber) Well, that's an interesting
 18 point. That sentence in there that Al -- that the whole
 19 agreement is conditioned upon Al Beamer covenant --
 20 covenanting not to sue TTC, why is that language in
 21 there, if you know?
 22 A. Because we wanted the agreement conditioned
 23 upon his covenant not to sue TTC.
 24 Q. Who is we?
 25 A. I would say the team, the plaintiff team which

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1 included me, David Skidmore, Pat Walsh, Katie Morgan --
 2 Q. Why would you --
 3 A. -- John Baumgart.
 4 Q. Why did you care whether he sued TTC down in
 5 Florida arising out of the termination of his
 6 employment?
 7 A. As I recall, this arose when I was talking
 8 with Bill Curphey the second time, and I don't recall
 9 who brought it up, whether it was me or Bill Curphey or
 10 Pat Walsh or David Skidmore, but it was what if we could
 11 just wrap everything up and throw it in; let's see what
 12 happens.
 13 Q. Did Curphey participate in a conference call
 14 with David Skidmore and yourself and Pat Walsh?
 15 A. Not that I recall.
 16 Q. Are you aware of whether Curphey ever spoke to
 17 anybody other than yourself on the plaintiff's team?
 18 A. No.
 19 Q. Is it your recollection that Pat Curphey asked
 20 for that to be included or you suggested that it would
 21 be included?
 22 MR. BEAMER: Bill Curphey.
 23 Q. (By Mr. Haber) I'm sorry. Bill Curphey.
 24 A. I don't recall.
 25 Q. Did you ever tell Al Beamer that John Baumgart

Deposition of William Andrews

[Sheet 12, Page 45]

1 had negotiated a deal with Bill to terminate his
 2 employment from TTC?
 3 A. No.
 4 Q. Did that ever happen, that John negotiated a
 5 deal with Bill to terminate Al Beamer?
 6 A. Not that I'm aware of.
 7 Q. Did you ever tell Al Beamer that John Baumgart
 8 would spend any amount of money necessary to get him?
 9 A. No.
 10 Q. Did you ever tell him something to that effect
 11 at least with respect to spending any amount of money?
 12 A. No.
 13 Q. Did you ever advise anybody that the language
 14 in the agreement regarding TTC was a deal-breaker if it
 15 was not included?
 16 A. No.
 17 Q. Do you know whether any attorney on behalf of
 18 NETCO would have advised with your approval or someone
 19 else's approval attorneys for National that it was a
 20 deal-breaker if it was not included?
 21 A. No.
 22 Q. What have you reviewed in preparation for your
 23 deposition here today?
 24 A. The complaint that you filed against me.
 25 Q. Anything else?

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1 A. Can I ask Greg something real quick?
 2 Q. Ordinarily, no, but I don't stand on ceremony.
 3 I'm more than happy. I don't care if you ask.
 4 A. Was that an amended complaint? No, it was a
 5 counterclaim.
 6 Q. There was a complaint and a counterclaim if
 7 that helps. There's no amended complaint.
 8 A. There's no amended complaint.
 9 Q. So you read the counterclaim?
 10 A. Yes.
 11 Q. Other than the complaint and the counterclaim,
 12 did you review anything else?
 13 A. The order from the court in Cincinnati for the
 14 permanent injunction or the preliminary injunction.
 15 Q. Which one was it, do you know?
 16 A. I don't know if there were -- if there was a
 17 permanent, so maybe a preliminary. I think it was the
 18 order upon NETCO's motion for a preliminary injunction,
 19 but the judge drafted it as a permanent injunction. One
 20 of the orders.
 21 Q. Okay. At all times in your dealings with Al
 22 Beamer after his employment ended and your deals with
 23 Bill Baumgart, your dealings with Bill Curphey, were you
 24 acting as a representative of and in your official
 25 capacity for NETCO?

[Page 47]

1 A. After his employment?
 2 Q. After Al's employment terminated in April of
 3 '99, after he resigned. All of your subsequent dealings
 4 with Al Beamer, with Bill Curphey, with Bill Baumgart as
 5 it relates to Al Beamer was in your official capacity as
 6 a representative and authorized agent of NETCO?
 7 A. It was in my capacity as an officer of NETCO.
 8 Q. Did you authorize the motion to show cause
 9 filed against all of the defendants and filed against Al
 10 Beamer, and we got in a debate at the prior deposition,
 11 but there was a motion to show cause why individuals
 12 should be held in contempt. Included within that motion
 13 to show cause was Al Beamer. Did you authorize the
 14 filing of that civil -- of that motion to show cause?
 15 A. I don't remember authorizing it --
 16 Q. Okay.
 17 A. -- but I certainly would have.
 18 Q. Even as it relates to Al Beamer?
 19 A. Yes.
 20 Q. Why did you think Al Beamer was in contempt of
 21 a court order?
 22 A. Because he was the principal of a company that
 23 was violating the order, and nothing was being done
 24 about it.
 25 Q. What was his capacity -- when you say he was a

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1 principal, I mean, we all understand there are some
 2 legal terms of art. What is your understanding of his
 3 title with National?
 4 A. I don't know what his title was.
 5 Q. And when you say he was a principal, what is
 6 the basis of that, because he was a shareholder?
 7 A. Well, the -- it was my understanding that
 8 there were never shares issued in National --
 9 Q. Okay.
 10 A. -- so I don't know whether he was a
 11 shareholder or not. He was one of the principals
 12 meaning one of the management team that hold -- held
 13 some sort of ownership interest, I would suppose.
 14 Q. What did Al Beamer directly or indirectly
 15 authorize or participate in that was in contempt of the
 16 order, to your knowledge?
 17 A. The continued solicitation of NETCO customers.
 18 Q. And you contend that that was done with the
 19 knowledge of Al Beamer?
 20 A. Yes.
 21 Q. Okay. What NETCO customers were solicited
 22 with the knowledge of Al Beamer?
 23 A. Off the top of my head from four years ago, I
 24 will say New Century. That's not fair. I can't do this
 25 off the top of my head. I don't -- I don't recall.

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[Sheet 13, Page 49]

1 Q. That's fine. Is it your testimony that you
2 would have authorized -- I know you said you don't
3 remember authorizing it, but you certainly would have
4 authorized a motion to show cause filed against both the
5 company, National, and the individuals. The basis for
6 your testimony that you would have authorized it is that
7 you feel that any shareholder or principal, as you've
8 defined it, of that corporation should be held liable if
9 they continued to solicit?

10 A. I'm going to have to go off the record for a
11 second here.

12 Q. See if you can answer my question first, and
13 then I'll let you go off the record and clarify any way
14 you want to after that.

15 A. I don't know if I can answer your question
16 without violating the attorney-client privilege.

17 Q. Okay. Then please go ahead and consult with
18 your counsel.

19 A. Thank you.

20 MR. HABER: Do you want to do it outside?

21 MR. SHOEMAKER: This is fine.

22 (There was a discussion off the record.)

23 THE WITNESS: Ask the question again, please.

24 MR. HABER: Read it back.

25 (The preceding question was read back as

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1 A. No, because it was -- my involvement was
2 limited solely to the commercial business.

3 Q. So the market that you were focusing on was
4 the distinguishing factor?

5 A. I would assume so.

6 Q. Did you speak with John Baumgart before you
7 left regarding that?

8 A. Yes.

9 Q. All right. So it's more than just an
10 assumption. He told you that as long as you were
11 staying in the commercial area, I don't have a problem
12 with it?

13 A. Yes.

14 Q. And then you were there for two years, so your
15 six months had expired at that point, and you were free
16 to go out and enter whatever market you so choose with
17 your new business, correct?

18 A. Under the terms of that provision, that
19 particular -- paragraph 6, if that's what you're talking
20 about.

21 Q. Well, are you under the impression that you're
22 under -- that any other restrictive covenant prevents
23 you from entering the title insurance agency market in
24 any area?

25 A. No, but I think if I started to compete with

[Page 50]

1 requested.)

2 A. It was my understanding that the principals of
3 a closely held entity such as this could be held
4 responsible for failing to have its company comply with
5 the order, and that understanding was based upon
6 conversations with counsel.

7 Q. The advice of counsel?

8 A. That I cannot really go into the specifics of.

9 Q. That's fine.

10 MR. HABER: Why don't you give me a second
11 with Mr. Beamer, and we may be done.

12 MR. SHOEMAKER: Sure.

13 (A short break was taken.)

14 Q. (By Mr. Haber) Mr. Andrews, when you left
15 NETCO, were you subject to any form of non-competition
16 agreement?

17 A. Yes.

18 Q. Is it similar in language to the one that is
19 referenced in Defendant's Exhibit C?

20 A. Yes.

21 Q. You then went to work for another company in
22 the title insurance field?

23 A. Yes.

24 Q. Was any effort made by NETCO to prohibit you
25 from doing that for a period of six months?

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1 the same formula, the same methods, I would be looked at
2 pretty closely to see whether or not I was using the
3 NETCO information.

4 Q. What formula are you talking about? What's
5 the NETCO formula?

6 A. It's like the Coke formula. It's very closely
7 guarded.

8 Q. Right. Tell me what that is, and we'll
9 consider this confidential for purposes of protecting
10 their formula.

11 A. Well, there are -- there are ways that NETCO
12 does business in order to turn around searches, turn
13 around title commitments within a certain amount of
14 time, the way they approach their customers, try to
15 leverage business out of their customers, the national
16 customers down into the local markets. I think if I got
17 some big financial backing after me, behind me, and went
18 after John in a way that sort of mimicked NETCO, they
19 would very seriously consider looking at me to see
20 whether or not I was using their processes and methods.
21 So no, I don't feel like I'm out there free as the wind.

22 Q. Well, when you use the term formulas and
23 methods, I mean, are those basically the same thing?
24 Are you talking about the way they do business?

25 A. Yes.

Deposition of William Andrews

[Sheet 16, Page 61]

1 the structure -- and I don't want to get into the
2 compensation at the moment -- about the structure of
3 this business?
4 MR. SHOEMAKER: I'm going to object that it's
5 asked and answered, and part of the answer is the
6 financial portions of it.
7 MR. HABER: I'll be happy to include it,
8 but --
9 MR. SHOEMAKER: Subject to that, if you have
10 anything else besides the general structure that you've
11 already answered to, you are free to -- to ask it.
12 A. I think the -- the autonomy and the types of
13 decisions and the levels of decisions allocated to the
14 different management levels is different from every --
15 the other places I have -- I am familiar with.
16 Q. (By Mr. Haber) Okay. Were you at regular
17 management meetings?
18 A. Yes.
19 Q. And at those management meetings were you
20 privy to all of the financial information of the
21 company?
22 A. I don't know. I believe so. We were given a
23 lot of financial information. Whether that was all that
24 was available, I don't know.
25 Q. At these management meetings were you made --

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1 fine.
2 MR. HABER: That's what I meant.
3 MR. SHOEMAKER: We'll read it, but you can
4 send it to me.
5
6
7
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[Page 62]

1 were you personally made privy to business strategies
2 and methodologies for servicing the marketplace?
3 A. Yes.
4 Q. And those business strategies, what did they
5 entail?
6 A. They entailed discussions of where the overall
7 marketplace was going, what the market leaders on the
8 customer side were planning, and how NETCO would respond
9 to that, the financial resources to respond to that, the
10 best way to structure the relationship with the
11 underwriters to respond to that, and how to -- how to
12 procedurally get the company organized to respond to
13 those changes.
14 Q. Is the title insurance market relatively fluid
15 or in flux; there's changes, regulatory changes,
16 business changes, interest rate changes?
17 A. All of those things change.
18 Q. Business strategies that would have been
19 relevant in 1999 may not be relevant today in 2003?
20 A. It's possible.
21 MR. HABER: Okay. You have the right to
22 review the transcript if it's typed up or you can waive
23 that right. My guess is Greg's going to tell you to
24 waive.
25 MR. SHOEMAKER: No. We'll read. That's

[Page 64]

1 C E R T I F I C A T I O N
2
3 I, Traci Butz, Certified Shorthand Reporter within and
4 for the State of Missouri, DO HEREBY CERTIFY that
5 pursuant to notice/agreement between the parties, the
6 aforementioned witness came before me at the time and
7 place hereinbefore mentioned, and having been duly sworn
8 to tell the whole truth of his knowledge touching upon
9 the matter in controversy aforesaid; that he was
10 examined on that day, and his examination was taken in
11 shorthand and later reduced to printing; that signature
12 by the witness is not waived and said deposition is
13 herewith forwarded to the taking attorney for filing
14 with the Court.

15 IN WITNESS WHEREOF, I have hereunto subscribed my name
16 this 10th day of November, 2003.

17
18
19
20
21
22
23
24
25

Traci M. Butz
Traci Butz
Certified Shorthand Reporter

DEFENDANTS' ATTACHMENT 5

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OHIO
3 WESTERN DIVISION
4 CASE NO. C-I-02-013

5 AL BEAMER, et al,
6
7 Plaintiffs,

8 vs.

9 NETCO, INC., et al,
10
11 Defendants.
12 -----/

13 DEPOSITION OF FRANK SKRYD
14 November 20, 2003
15 10:57 a.m. to 11:24 a.m.

16 Transcontinental Title Company
17 2605 Enterprise Road, Suite 150
18 Clearwater, Florida 33759
19 -----

20
21
22 REPORTED BY:
23 AUDREY LANDRY

24 Notary Public
25 State of Florida at Large

Esquire Deposition Services - Tampa, Florida
813-221-2535 (800-838-2814)

Job No.: N586079C

Defendants'
Attachment

5

Page 2

1 APPEARANCES:

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EXHIBITS

10		
11	NO. DESCRIPTION	PAGE
12		
13	2 Equity Title Agency of Ohio, Inc.	
14	Minute Book TTC-38 K101-1.....	8
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1 The deposition of FRANK SKRYD was taken
2 pursuant to Notice by counsel for the Plaintiff
3 on November 20, 2003, commencing at 10:57 a.m. at
4 Transcontinental Title Company, 2605 Enterprise
5 Road, Suite 150, Clearwater, Florida. Said
6 deposition was reported by Audrey Landry, Notary
7 Public, State of Florida at Large.
8 -----

9 WHEREUPON:

10 FRANK SKRYD,
11 a witness, having been duly sworn to tell the
12 truth, the whole truth and nothing but the truth,
13 was examined and testified as follows:

14 DIRECT EXAMINATION

15 BY MR. HABER:

16 Q Mr. Skryd, my name is Rich Haber. I'm an
17 attorney representing Al Beamer in a lawsuit that's
18 been filed against John Baumgart and NETCO up in
19 Cincinnati. For the benefit of the court reporter,
20 would you state your full name, spell your last name?

21 A Frank John Skryd, S-K-R-Y-D.

22 Q Mr. Skryd, I know that you've been deposed
23 before, so I won't belabor the ground rules. You just
24 need to give me verbal responses to my questions, and
25 if at any time I ask you a question you don't

Page 5

1 understand, I'd ask you to stop me and ask me to
2 restate the question so you do understand. Is that
3 fair?
4 A Yes.
5 Q If you don't know the answer to my question,
6 just tell me you don't know. Okay?
7 A Okay.
8 Q Don't guess or speculate, unless I ask you to
9 give me your best estimate.
10 A Okay.
11 Q Where do you currently reside?
12 A Palm Harbor, Florida.
13 Q What's the address there?
14 A 5550 Oak Ridge Drive, Palm Harbor, Florida,
15 34685.
16 Q You're currently employed by Transcontinental
17 Title Company?
18 A Correct.
19 Q In what capacity?
20 A Vice president.
21 Q What are your job responsibilities?
22 A Main job, technology communications.
23 Q When did you become a vice president?
24 A I don't know the exact date. '91, '90.
25 Q So you've held the same position since 1990

Page 6

1 or 1991?

2 A Correct, I believe.

3 Q When did you first meet Al Beamer?

4 A I don't know. Probably when I first started

5 working with the company, shortly right after.

6 Q Did you work with Al Beamer when you started

7 working with the company?

8 A Yes, but not directly when I first started

9 working with the company.

10 Q What is your understanding of the job

11 responsibilities of Al Beamer in the 1998, 1999

12 time frame?

13 A 1999 he was -- he worked with computers; also

14 was working with other projects we had, in terms

15 of -- I think he was licensed in the State of

16 Tennessee, for us. He was instrumental in different

17 aspects and different projects we had ongoing.

18 Q I'm sorry, I didn't quite understand what

19 types of projects you were talking about. What was

20 this with regard to Tennessee?

21 A I believe he was one of our -- he was

22 licensed for us in the State of Tennessee.

23 Q Licensed?

24 A Correct.

25 Q Licensed in what?

Page 7

1 A You need a license to do business in the

2 State of Tennessee.

3 Q And you think Mr. Beamer was licensed to do

4 business in the State of Tennessee as a title agency?

5 A We needed someone licensed and I think he was

6 our person that was licensed for that state.

7 Q What type of projects did he perform other

8 than with respect to your computer system?

9 A He helped out in terms of starting other

10 divisions, like search division and so forth like

11 that.

12 Q Search division does what, title searches?

13 A Correct.

14 Q Do you think that Al Beamer did his job well?

15 A Sometimes.

16 Q And sometimes he didn't do his job well?

17 A The computer stuff sometimes. He did his job

18 fairly well.

19 Q What kind of problems did you have with the

20 computer stuff?

21 A It was just occasional bugs.

22 Q Bugs in the program?

23 A Correct.

24 Q What role, if any, did you have with a

25 company called Equity Title Agency of Ohio?

Page 8

1 A I helped to start that.

2 Q What did you do to help start it?

3 A I worked with John Rosso in setting that up.

4 Q What did you do to set it up, though? You

5 said you worked with John Rosso. What exactly did you

6 do?

7 A We worked to establish their license and so

8 forth and I helped to setup the -- you know, check out

9 the computer system, so forth.

10 Q Were you an officer?

11 A Yes, I believe.

12 Q Were you the secretary?

13 A Yes, I believe I was.

14 Q In front of you, Florida Exhibit 2, is a

15 minute book from Equity Title Agency of Ohio. Would

16 you look, as an example, at the back page.

17 A Yes, that's my signature. It's not much of a

18 signature.

19 Q That's what I was going to ask you. That's

20 your signature?

21 A Yes, unfortunately that's a pretty bad

22 signature.

23 Q Do you know who Virginia Bertram is?

24 A No, I do not.

25 Q Do you know when this business was sold?

Page 9

1 A No, I do not.

2 Q Do you know who it was sold to?

3 A Yes, Christopher Hayes.

4 Q Anyone else?

5 A Not to my knowledge.

6 Q At the back page, if you start with the back

7 page and then work your way back four pages, there's a

8 document bearing the Bates Stamp TTC-66. Do you have

9 that?

10 A 66?

11 Q Down at the bottom.

12 A Yeah.

13 Q That has your signature on it and it's dated

14 February 1st, 1997; correct?

15 A Correct.

16 Q And it reflects a conference call where you,

17 John Rosso and William Baumgart participated and that

18 there was an approval to sell the stock to Chris Hayes

19 and Mark Hanna for 1.4 million dollars.

20 A Okay.

21 Q My question is, do you recall any other

22 meeting where that issue was discussed by the

23 shareholders after February 1st, 1997?

24 A No, I do not.

25 Q Do you believe that any formal decision by

Page 10

1 the company to sell the stock to Mr. Hayes and
 2 Mr. Hanna was formalized in minutes of meetings of the
 3 board of directors?
 4 A State that again?
 5 Q Do you believe that any decision to sell the
 6 shares of stock was memorialized in minutes of
 7 meetings of the board of directors, signed by you?
 8 A No.
 9 Q Was there subsequent meetings of the
 10 shareholders that were not memorialized?
 11 A I don't recall. This is 1997.
 12 Q I understand.
 13 A It's hard to -- I mean, that's my signature
 14 but I don't recall the meeting.
 15 Q Do you have any knowledge as to why the
 16 articles of incorporation and early minutes of the
 17 shareholder meetings would reflect that they occurred
 18 in 1993 if, in fact, they did not occur in 1993?
 19 A No.
 20 Q Do you have any knowledge as to whether these
 21 documents were backdated?
 22 A No, I do not.
 23 Q How long did you perform services or computer
 24 support work for Equity Title Agency, if you recall?
 25 In other words, how long were you working at that

Page 11

1 business?
 2 A At this business?
 3 Q Yeah, how long did you provide services to
 4 this company?
 5 A I don't really recall when we did -- we would
 6 just actually check out the business to see if things
 7 were running correctly. You know, take a trip at that
 8 time like every other month. I really actually don't
 9 really even recall.
 10 Q You'd go up there once a month, your best
 11 guess?
 12 A That's my best guess and that became less
 13 than that.
 14 Q Your best guess for how long a period of time
 15 did you go up to Greenville, Ohio to check out their
 16 computer system, was it a year, two years?
 17 A It could have been a year.
 18 Q Did Mr. Beamer have any involvement with that
 19 company, Equity Title Agency of Ohio?
 20 A No.
 21 Q Did you install his software on that system?
 22 A No.
 23 Q Were you the individual that computed -- let
 24 me back up. While Mr. Beamer was employed with
 25 Transcontinental Title Company, and while his company

Page 12

1 did business with Transcontinental Title Company, did
 2 you personally compute his quarterly or monthly bonus
 3 payments?
 4 A Occasionally.
 5 Q Did any of his quarterly or monthly bonus
 6 payments include revenue generated at Equity Title
 7 Agency of Ohio, to your knowledge?
 8 A I don't recall.
 9 Q When did you first learn that Al Beamer was
 10 being terminated?
 11 A I don't even recall actually.
 12 Q Was it before he was terminated?
 13 A No.
 14 Q How long after he was terminated?
 15 A I don't recall.
 16 Q Was it within a week or two?
 17 A I don't know.
 18 Q Who told you?
 19 A I don't remember who told me, actually.
 20 Q Do you know why he was terminated?
 21 A No.
 22 Q Has anybody told you why he was terminated?
 23 A No. I don't know. It's a long time ago.
 24 Q Do you think that somebody may have told you,
 25 you just can't remember the reasons now?

Page 13

1 A Possibly.
 2 Q Did you ever talk to Al Beamer about his
 3 termination?
 4 A I don't know.
 5 Q Did you tell Al Beamer that a deal had been
 6 struck between Bill and John Baumgart to terminate
 7 him?
 8 A No.
 9 Q How do you remember that?
 10 A Because I didn't have any knowledge.
 11 Q Is it possible that you and Mr. Beamer spoke
 12 regarding his termination?
 13 A I don't know.
 14 Q Have you spoken to him since his termination?
 15 A Yes.
 16 Q How many times?
 17 A I don't know.
 18 Q Do you have an estimate?
 19 A I know once.
 20 Q What's that?
 21 A I know once I spoke to him once.
 22 Q What do you recall about that one occasion
 23 when you spoke to him?
 24 A He wanted to play basketball.
 25 Q Did you play basketball?

Page 14

1 A No.
 2 Q Have you seen Al Beamer since then, since he
 3 was terminated?
 4 A That one time for sure.
 5 Q Well, you saw him on the occasion that he
 6 wanted to play basketball?
 7 A Yes, I ended up seeing him for dinner for a
 8 brief short period of time.
 9 Q So instead of playing basketball with him,
 10 you had dinner with him?
 11 A Right.
 12 Q You don't recall talking about the
 13 circumstances of his termination?
 14 A No.
 15 Q Do you recall what year that conversation
 16 was?
 17 A No.
 18 Q Do you know whether, when Bill Baumgart
 19 bought Equity Title Agency of Ohio, whether there was
 20 a deal in place that he would sell the company back to
 21 the managers after a period of time?
 22 A No. When he initially bought it, no.
 23 Q I'm sorry, I may have asked you this but I
 24 don't recall. Do you who Virginia Bertram is?
 25 A I don't recall that name.

Page 15

1 Q Did you ever tell Al Beamer that Ian Gorman
 2 told you that there was a deal struck between Bill and
 3 John Baumgart?
 4 A No.
 5 Q Were you ever in Bill Baumgart's office when
 6 he was on the telephone with John Baumgart discussing
 7 Al Beamer's employment?
 8 A No.
 9 Q Who is Tony Rivera?
 10 A Tony Rivera, I believe he works with Damion
 11 or worked -- correct.
 12 Q He worked with Damion?
 13 A Right.
 14 Q Give me Damion's last name for the record?
 15 A Sichak.
 16 Q Do you know where they worked?
 17 A I don't know. I can't recall the name of
 18 that company.
 19 Q Where did you learn that they worked
 20 together?
 21 A Speaking with Damion.
 22 Q Do you keep in touch with Damion?
 23 A Rarely.
 24 Q Has Bill Baumgart ever told you why Al Beamer
 25 was terminated?

Page 16

1 A I don't know. I think this was a long time
 2 ago.
 3 Q It was December of 1999.
 4 A Okay.
 5 Q Has something happened in the interim that
 6 affects your ability to recall?
 7 A No.
 8 Q Are you under any medication, as we sit here
 9 today, that affects your ability to recall?
 10 A No.
 11 Q As we sit here today, you don't recall
 12 whether anybody ever told you the reasons why
 13 Al Beamer was terminated?
 14 A Correct.
 15 Q You don't recall ever having any conversation
 16 with Al Beamer other than the one occasion where you
 17 had dinner with him?
 18 A Clarify?
 19 Q Sorry. After he was terminated from his
 20 employment, you don't recall any conversation with
 21 Al Beamer, other than the dinner that you described
 22 previously?
 23 A No.
 24 Q And you don't remember any of the discussions
 25 that you had with Al Beamer during dinner?

Page 17

1 A No. It was on a personal nature.
 2 Q But nothing to do with Transcontinental
 3 business?
 4 A No.
 5 Q Nothing to do with Al Beamer's employment?
 6 A No.
 7 Q Nothing to do with litigation in Cincinnati?
 8 A No.
 9 Q Did you ever talk to him about working with
 10 Al Beamer in the future?
 11 A Working with him? No.
 12 Q When did you start working for
 13 Transcontinental Title Company?
 14 A 1990.
 15 Q Do you have any ownership interest?
 16 A No.
 17 Q Do you have any ownership interest in any
 18 business owned by Bill Baumgart?
 19 A No.
 20 Q Do you have any option to become an owner at
 21 some later date?
 22 A No.
 23 Q Have you been employed uninterrupted since
 24 1990 or '91 by Transcontinental?
 25 A Yes.

Page 18

1 Q Are there ever occasions when you have been
2 terminated from your employment and then brought back?

3 A No.

4 Q And you've held the same job title since 1990
5 or 1991?

6 A Yeah. That exact date, I'm not exactly sure.

7 Q What is your educational background?

8 A Degree in finance from the University of
9 Florida.

10 Q When did you graduate?

11 A 1988.

12 Q Where did you work before you started working
13 at Transcontinental?

14 A I worked at the Board of Trade in Chicago and
15 then came back and worked a couple of odd jobs, was
16 going back to school, and then worked here.

17 MR. HABER: I don't have any other questions.

18 You have the right to review the transcript or you
19 can waive that right, it's up to you.

20 MR. CURPHEY: You can just waive it.

21

22

23

24

25

Page 20

1 CERTIFICATE OF REPORTER

2
3 STATE OF FLORIDA)
4 COUNTY OF HILLSBOROUGH)

5
6 I, Audrey Landry, certify that I was
7 authorized to and did stenographically report the
8 deposition; that a review of the transcript was
9 not requested; and that the foregoing pages are a
10 true and complete record of my stenographic notes
11 taken during said deposition.

12
13 I further certify that I am not a relative,
14 employee, attorney, or counsel of any of the
15 parties, nor am I a relative or employee of any
16 of the parties' attorneys or counsel connected
17 with the action, nor am I financially interested
18 in the action.

19
20 Dated this 2nd day of December, 2003.

21
22
23 Audrey Landry
24 Notary Public
25 State of Florida at Large
My Commission Number: DD147274
Expires: 10/17/06

Page 19

1 CERTIFICATE OF OATH

2
3 STATE OF FLORIDA)
4 COUNTY OF HILLSBOROUGH)

5
6
7
8 I, the undersigned authority, certify that
9 the witness in this matter personally appeared
10 before me and was duly sworn on the 20th day of
11 November, 2003.

12
13 WITNESS my hand and official seal this 2nd
14 day of December, 2003.

15
16
17
18
19 Audrey Landry
20 Notary Public
21 State of Florida at Large
22 My Commission Number: DD147274
23 Expires: 10/17/06
24
25

DEFENDANTS' ATTACHMENT 6

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OHIO
3 WESTERN DIVISION
4 CASE NO. C-I-02-013

5 AL BEAMER, et al,
6
7 Plaintiffs,

8 vs.

9 NETCO, INC., et al,
10
11 Defendants.
12 -----/

13 DEPOSITION OF IAN GORMAN
14 November 20, 2003
15 11:28 a.m. to 11:51 a.m.

16 Transcontinental Title Company
17 2605 Enterprise Road, Suite 150
18 Clearwater, Florida 33759
19 -----

20
21
22 REPORTED BY:

23 AUDREY LANDRY

24 Notary Public

State of Florida at Large

25 Esquire Deposition Services - Tampa, Florida
813-221-2535 (800-838-2814)

Job No.: N586079D

Defendants'
Attachment

6

Page 2

1 APPEARANCES:

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10 EXHIBITS

11	NO.	DESCRIPTION	PAGE
12		(NO EXHIBITS MARKED)	
13			
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Page 4

1 The deposition of IAN GORMAN was taken
 2 pursuant to Notice by counsel for the Plaintiff
 3 on November 20, 2003, commencing at 11:28 a.m. at
 4 Transcontinental Title Company, 2605 Enterprise
 5 Road, Suite 150, Clearwater, Florida. Said
 6 deposition was reported by Audrey Landry, Notary
 7 Public, State of Florida at Large.
 8 -----

9 WHEREUPON:

10 IAN GORMAN,
 11 a witness, having been duly sworn to tell the
 12 truth, the whole truth and nothing but the truth,
 13 was examined and testified as follows:

14 DIRECT EXAMINATION

15 BY MR. HABER:

16 Q Mr. Gorman, my name is Rich Haber and I
 17 represent Al Beamer in a lawsuit that's been filed
 18 against John Baumgart and NETCO up in Cincinnati,
 19 Ohio. Have you ever been deposed before?

20 A Yes.

21 Q On how many occasions?

22 A I believe once.

23 Q Briefly, the ground rules are you need to
 24 give verbal responses to all of my questions so that
 25 the court reporter can accurately record your

Page 5

1 responses. If you don't know the answer to a question
 2 that I ask you, just tell me you don't know. I don't
 3 want you to guess or speculate unless I specifically
 4 ask you to do so. Is that understood?

5 A Yes.

6 Q If at any time I ask you a question you don't
 7 understand, please stop me, ask me to restate the
 8 question so you do understand.

9 A Okay.

10 Q What is your current home address?

11 A 3168 Valemoor Drive, Palm Harbor, 34685.

12 Q What is your current job title with
 13 Transcontinental?

14 A Senior vice president.

15 Q As a senior vice president, what are your job
 16 responsibilities?

17 A Expansion, compliance.

18 Q Expansion and compliance?

19 A Yes.

20 Q Expansion being identifying new markets to
 21 move into?

22 A Additional states, that kind of thing.

23 Q And compliance would be what?

24 A Making sure we're in compliance with the
 25 state regulators, underwriters.

Page 6

1 Q How long have you had these job
2 responsibilities?
3 A Probably in the last three or four years.
4 Q And did you have these responsibilities while
5 Al Beamer was still employed by the company?
6 A No.
7 Q When did you start working for
8 Transcontinental?
9 A 1989.
10 Q In what capacity?
11 A Basically as an order entry person. And
12 that's when it was known as Equity Title back in
13 Chicago.
14 Q Did you work in Illinois then?
15 A Yes.
16 Q When did you stop working for Equity Title of
17 Illinois?
18 A 1991.
19 Q Did you then move down to Florida?
20 A Yes.
21 Q Did you assist Bill Baumgart in establishing
22 Equity Title Southeast or Southwest, whatever it is?
23 A Yes.
24 Q Are you an officer -- you're senior
25 vice president. Do you have any ownership interest in

Page 7

1 Transcontinental?
2 A No.
3 Q Did you have any involvement in the business
4 in Ohio, Equity Title Agency of Ohio?
5 A No.
6 Q What was your job title in 1991 or 1992 when
7 Equity Title Southeast was created?
8 A I believe I was a vice president.
9 Q What were your job responsibilities at that
10 time?
11 A Opened offices, staffed offices, that kind of
12 thing, just in the State of Florida.
13 Q How long did you hold that position?
14 A I'm guessing two to three years.
15 Q And then what position did you hold?
16 A Then kind of the same thing but at additional
17 states.
18 Q When did you first assume compliance
19 responsibility?
20 A I would say that would be around 2001.
21 Q Who had compliance responsibility prior to
22 you?
23 A I don't know.
24 Q When did you first meet Al Beamer?
25 A Back in Chicago.

Page 8

1 Q How did you meet him?
2 A Al brought in his computer system. Prior to
3 that, we weren't using a computer system.
4 Q Did you continue to work with Al after you
5 came down to Florida?
6 A In what capacity work with him?
7 Q Work with him at Transcontinental or
8 Equity Title Southeast, as it was formerly known?
9 A I didn't actually work directly with him, no.
10 Q Because you didn't work with the computer
11 system?
12 A Correct.
13 Q What did you understand Al Beamer's
14 responsibility to be with Equity Title Southeast and
15 subsequently Transcontinental Title?
16 A Basically to provide us with a computer
17 software program and to make modifications on it when
18 needed and any new applications.
19 Q Do you know why Al Beamer was terminated from
20 Transcontinental?
21 A No.
22 Q Nobody has told you?
23 A No.
24 Q Did you ever speak with Bill Baumgart
25 regarding his termination?

Page 9

1 A No.
2 Q Did you ever speak with Frank Skryd regarding
3 his termination?
4 A No.
5 Q Did you ever speak with John Rosso regarding
6 his termination?
7 A No.
8 Q Did you ever speak with Al Beamer regarding
9 his termination?
10 A No.
11 Q When did you learn he was terminated?
12 A I don't know, to be honest with you.
13 Q Did you learn he was going to be terminated
14 or did you learn about it after the fact?
15 A After the fact.
16 Q Do you know how you learned about it?
17 A I don't recall.
18 Q Have you spoken to Al Beamer since he was
19 terminated in December of 1999?
20 A I don't recall.
21 Q How long have you lived at your current
22 address?
23 A Three years.
24 Q Where were you living in 1999?
25 A In Odessa, Florida.

Page 10

1 Q Do you remember the address?
 2 A 16161 Craigend Place. C-R-A-I-G-E-N-D.
 3 Q Were you present in Bill Baumgart's office
 4 when he was speaking to his brother regarding
 5 Al Beamer's employment?
 6 A No.
 7 Q Did you ever tell Al Beamer that you were
 8 present when a conversation was taking place regarding
 9 his employment?
 10 A No.
 11 Q Did you ever tell Al Beamer that you
 12 understood there was an agreement between Bill and
 13 John Baumgart to terminate Al, and John would
 14 reimburse Bill for any expenses?
 15 A No.
 16 Q Did you ever ask anybody why Al Beamer was
 17 terminated?
 18 A No.
 19 Q Do you know who Tony Rivera is?
 20 A Yes.
 21 Q Who is he?
 22 A He used to work for John Baumgart and started
 23 up his own title company.
 24 Q How did you know he started up his own title
 25 company?

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1 A I don't really know who told me.
 2 Q What do you know about that title company?
 3 A Just that I have a friend that works there.
 4 Q Who is that?
 5 A Damion Sichak.
 6 Q Does Damion still work there?
 7 A I believe so. I haven't talked to him in a
 8 few months.
 9 Q When was the last time -- you keep in touch
 10 with Damion Sichak?
 11 A Yes, we're friends.
 12 Q Did Bill Baumgart ever tell you that he was
 13 upset that Damion Sichak went to work with the company
 14 with Tony Rivera?
 15 A No.
 16 Q Did he ever tell you that he was upset that
 17 Al Beamer was involved in that company?
 18 A No.
 19 Q Did you review anything before your
 20 deposition today, in preparation for your deposition?
 21 A Something that my attorney showed me, yes.
 22 Q Mr. Curphey?
 23 A Yes.
 24 Q Without getting into the substance of what
 25 your attorney showed you, was it a typed-written

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1 document or handwritten notes?
 2 THE WITNESS: Can I answer that?
 3 MR. CURPHEY: Yeah.
 4 A It was typed-written.
 5 MR. HABER: Bill, is there a privilege issue
 6 with regard to what you showed him?
 7 MR. CURPHEY: Sure.
 8 Q (By Mr. Haber) Was it something that you
 9 reviewed to refresh your recollection? You can answer
 10 that.
 11 MR. CURPHEY: Yeah, you can answer that part.
 12 A It was just to --
 13 MR. CURPHEY: That's enough. Yes?
 14 A Yes.
 15 MR. HABER: I think since he reviewed it to
 16 refresh his recollection regarding something for
 17 his deposition, I'm entitled to know what it is.
 18 Q (By Mr. Haber) What was it that you reviewed?
 19 MR. CURPHEY: You don't have to answer that.
 20 It's my work product and you don't have to answer
 21 it.
 22 MR. HABER: This was a document that you
 23 generated, Bill?
 24 MR. CURPHEY: Yes.
 25 MR. HABER: I beg to differ with you on

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1 whether you would have to provide that, but I'll
 2 take that up with Judge Spiegel.
 3 Q (By Mr. Haber) Was there more than one
 4 document?
 5 A No.
 6 Q How many pages was it?
 7 A I don't recall.
 8 MR. HABER: Bill, can you identify it in any
 9 way for descriptive purposes without disclosing
 10 the contents, for purposes of any motion I may
 11 want to file?
 12 MR. CURPHEY: I don't know how you'd describe
 13 it. It was notes.
 14 MR. HABER: I don't know either, that's why
 15 I'm asking.
 16 MR. CURPHEY: It was work product. It was
 17 notes that --
 18 MR. HABER: Typed-written notes?
 19 MR. CURPHEY: Computer-generated. There are
 20 no typewriters anymore.
 21 MR. HABER: Sure there are. Give me a second
 22 with my client.
 23 (Recess Break).
 24 MR. HABER: Before we go off the record, as
 25 with the issue with Mr. Baumgart, I imagine this